



## **AIKEN COUNTY GOVERNMENT**

# Web Terms of Service (ACWTOS)

### **General**

Aiken County Government provides this website ([www.aikencountysc.gov](http://www.aikencountysc.gov)) as a service to the citizens of Aiken County, South Carolina and to the general public. By using the information, services and products available through this website, you agree to be bound by all of Aiken County Government's terms and conditions of use as set forth herein. Unauthorized attempts to upload or change information on this facility are prohibited.

The terms and conditions set forth in the ACWTOS may be updated from time to time without notice to you. It is your responsibility to review it from time to time to be aware of any such change. Your continued use of this service will indicate your agreement to any such change.

Please note that Aiken County Government is not responsible for the content or privacy practices of websites whose contents are not controlled by Aiken County Government, whether Aiken County Government links to them as "outside sites" or not.

### **Proprietary Rights to Content & Usage Restrictions**

By using the County's website, you acknowledge content including, but not limited to, text, software, photographs, video, graphics, or other material contained in this website may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You may make a copy of this content for your personal, non-commercial use only. You may not modify, copy, reproduce, republish, upload, post, transmit, or distribute in any way content available through this website, including code and software, with the exception of public documents such as meeting minutes, agendas, or public meeting notices.

The restrictions on the use of the official Aiken County Seal (shown at top of this document) are identified on the Seal page.

## **S.C. FAMILY PRIVACY PROTECTION ACT NOTICE**

Pursuant to 30-2-50 (B) of the South Carolina Code of Laws, notice is hereby provided that 30-2-50 (A) of the South Carolina Code of Laws prohibits a person or private entity from obtaining or using any personal information obtained from the public records of a public body, such as Aiken County Government, for purposes of commercial solicitation directed to any person in the state of South Carolina.

Notice is further given that 30-2-50 (D) of the South Carolina Code of Laws specifically provides that any person knowingly obtaining or using public records from a public body, such as Aiken County Government, for purposes of commercial solicitation shall be guilty of a misdemeanor and, upon conviction, must be fined an amount not to exceed \$500 or imprisoned for a term not to exceed one year, or both.

### **Email to County Officials**

Communications made through email and messaging system links contained on this site shall in no way be deemed to constitute legal notice to Aiken County or any of its agencies, officers, employees, or representatives, with respect to any existing or potential claim or cause of action against the County or any of its agencies, officers, employees, or representatives, where notice is required by any federal, state, or local laws, rules, or regulations.

Email directly to County staff may be used to address business issues and content on this Internet site. General website related comments, questions or recommendations may be directed to the website manager (email: [webmanager@aikencountysc.gov](mailto:webmanager@aikencountysc.gov)).

### **Linking to the Aiken County Government website**

Aiken County Government welcomes links to our site. Establishment of a link does not imply or state any sponsorship of your site by Aiken County Government.

Unless you are subsequently advised otherwise by Aiken County, you are granted permission to create hyperlinks to the content on this website, provided that the link accurately describes the content as it appears on the website. Aiken County reserves the right to revoke this permission, or access to specific links, at any time, and may discontinue links due to content management practices.

**Under no circumstances may you "frame" the website or any of its content.**

Each page within this website must be displayed in full, without any accompanying frame, border, margin, design, branding, trademark, advertisements or promotional materials not originally displayed on the page within this website.

## Links to Other Sites

To provide greater public access to community information, Aiken County permits certain links to other websites that are not owned or controlled by the County. It is the policy of the County to limit these links to websites that promote the general welfare, economy, industry, tourism, and quality of life of the community and provide information relevant to the functions and services provided by the County. The County's website is not intended to function as a public forum. Hyperlinks to any website other than those of the County will be approved by the County's web manager, with the County Administrator having final approval over all links and content.

Entities meeting the following criteria may be permitted a link on the County's website:

- Local, state, and federal government agencies
- Hospitals and accredited health care facilities
- Accredited Public and Private Educational Institutions including individual school websites
- Accredited Public and Private Institutions of Higher Education
- Local media outlets including radio, television and print
- Utility Service Companies serving the citizens of Aiken County
- Registered not-for-profit, civic, social, cultural and/or educational organizations that serve the citizens of Aiken County and/or receive financial or in-kind support from the County
- Organizations with expertise that may be of value as an educational or reference tool or because they may be related to the mission of the County
- Organizations that promote tourism, trade and industry within the community
- Organizations or companies that sponsor official County activities

When you follow a link to another site, you are subject to the privacy policy of that site. The County does not endorse any content, viewpoint, product or service linked from this system, and shall not be held liable for any losses caused by reliance on the accuracy, reliability or timeliness of such information. Any person or entity that relies on any information obtained from this system does so at his or her own risk.

The County specifically disavows legal responsibility for what a user may find on another website, or for the personal opinions of individuals posted on any website, whether or not operated by the County.

By using the County's website, the user acknowledges and accepts that the County is not responsible for any materials stored on other websites, nor is it liable for any inaccurate, defamatory, offensive or illegal materials found on other websites, and that the risk of injury or damage from viewing, hearing, downloading or storing such materials rests entirely with the user.

Third party links may be removed or replaced at any time without notice. Aiken County reserves the right to refuse or delete any link that is inconsistent with this policy.

## **Site Accuracy & Continuous Improvement**

The Aiken County Internet website will reflect continuous improvement, and therefore we make no claims, promises or guarantees about the accuracy, completeness, or adequacy of the information contained in or linked to this website and associated sites.

Although we try to ensure broken links do not exist; links to other Internet sites may have changed. If you encounter a broken link, please report it to the website manager (email: [webmanager@aikencountysc.gov](mailto:webmanager@aikencountysc.gov)), it will be reviewed and corrected!

## **Your responsibilities**

You are responsible for all charges associated with connecting to the Internet. You agree that any telephone or other communications fees and charges incurred are your sole responsibility.

## **Prohibited uses**

As a user of Aiken County Government's website you agree to use this service only for its lawful, intended purposes. Use of this service for transmission, distribution, retrieval, or storage of any information, data, or other material in violation of any applicable law or regulation is prohibited. You also agree not to use the service to:

1. Provide false information or to impersonate someone else;
2. Distribute computer viruses, worms, or any software intended to damage or alter a computer system;
3. Violate any applicable local, state, national or international law.

## **System and network security**

Violations of system or network security of the service are prohibited, and may subject you to criminal and/or civil liability. Aiken County Government will investigate potential security violations, and may notify applicable law enforcement agencies if violations are suspected.

You may not attempt to circumvent the authentication procedures or security of any host, network, network component, or account to access data, accounts, or systems that you are not expressly permitted to access. You may not interfere or attempt to interfere with service to any other user.

## **Violation of terms of use**

In the event of any violation of the terms contained herein, Aiken County Government reserves the right to suspend or terminate, either temporarily or permanently, any or all services provided. Users who violate terms contained herein may additionally incur criminal and/or civil liability. Aiken County

Government may refer violators to civil or criminal authorities for prosecution.

## **Indemnity**

You agree to indemnify and hold Aiken County Government and its subsidiaries, affiliates, telecommunications providers, service providers, officers, employees and agents harmless from any claim, liability, loss, expense or demand, including attorneys' fees, related to a user's violation of the terms and conditions or the use of the services and information provided at this website.

## **Limitation of liability**

IN NO EVENT WILL AIKEN COUNTY GOVERNMENT, ITS SUPPLIERS, ITS SERVICE PROVIDERS, OR OTHER THIRD PARTY AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING BUT NOT LIMITED TO:

DIRECT, INDIRECT, INCIDENTAL PUNITIVE AND CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS SERVICE;

ANY WEBSITES LINKED TO THE SERVICE, THE MATERIALS OR INFORMATION CONTAINED AT ANY OR ALL SUCH SITES;

CONTENT ANYWHERE ON THE INTERNET, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY;

INCLUDING WITHOUT LIMITATION THOSE DAMAGES RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION;

AGGREGATE LIABILITY OF AIKEN COUNTY GOVERNMENT OR ANY OF ITS SUPPLIERS, SERVICE PROVIDERS, OR THIRD PARTY AFFILIATES.

IN NO EVENT SHALL AIKEN COUNTY GOVERNMENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL AND EXEMPLARY DAMAGES, OR ANY DAMAGES WHATSOEVER, ARISING FROM THE USE OR PERFORMANCE OF THIS WEBSITE OR FROM ANY INFORMATION, SERVICES OR PRODUCTS PROVIDED THROUGH THIS WEBSITE, EVEN IF AIKEN COUNTY GOVERNMENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU ARE DISSATISFIED WITH THIS WEBSITE, OR ANY PORTION THEREOF, YOUR EXCLUSIVE REMEDY SHALL BE TO STOP USING THE WEBSITE.

## **Termination**

Aiken County Government reserves the right to restrict access of any user of this service and may at any time in its sole discretion with or without notice and with or without cause immediately deny access to the service.

## **Disclaimer of warranties**

Neither the Aiken County, South Carolina nor any agency, officer, elected official or employee of Aiken County Government (collectively known as "the County") warrants the accuracy, reliability or timeliness of any information on this website and shall not be liable for any losses caused by such reliance on the accuracy, reliability or timeliness of such information, including, but not limited to, incidental and consequential damages. This publication is provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. The County maintains all immunities as provided in the S.C. Tort Claims Act.

Portions of such information may be incorrect or not current. Any person or entity who relies on any information obtained from this website does so at his or her own risk. In addition, nothing contained within this website is an official record of the County or the elected officials responsible therefore. All official records of the County and the offices of countywide elected officials are on file in their respective offices and may be reviewed by the public at those offices.

All comments, suggestions, ideas, notes, drawings, concepts or other information disclosed or offered to the County by this site or in response to solicitations in this site (collectively, the "Comments") shall remain the property of the County. None of the Comments shall be subject to any obligation of confidence on the part of the County, and the County shall not be liable for any use or disclosure of any Comments. Without limitation of the foregoing, the County shall exclusively own all now known or hereafter existing rights to the Comments of every kind and nature throughout the world and shall be entitled to unrestricted use of the Comments for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Comments.

The County website includes hyperlinks to other sites on the Internet World Wide Web that are neither controlled, sponsored nor endorsed by the County. We have included these links to give you access to other organizations with expertise that may be of value as an educational or reference tool or because they may be related to the mission of the County. The County takes no responsibility for the views, content or accuracy of this information nor do we endorse any content or products that may be advertised or noted on these hyperlinked web sites.

### **DISCLAIMER OF ALL WARRANTIES**

Aiken County Government disclaims all warranties, expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or any infringement. Furthermore, Aiken County Government does not warrant that use of the service will not be interrupted, available at any time or from any location, secured and error-free. Corrected defects are not warrantable and the service is not guaranteed free of viruses or other harmful components.

## **Jurisdictional issues**

The ACWTOS shall be governed by and construed in accordance with the laws of

the State of South Carolina as it is applied to contracts entered into by residents of the State of South Carolina including the public records law. You also consent to the exclusive jurisdiction of the state and federal courts in Aiken County, South Carolina, and you further consent to the exercise of personal jurisdiction of the courts therein.

If any provision(s) of the ACWTOS is found to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

Aiken County Government's failure to exercise or enforce any right or provision of the ACWTOS shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Aiken County Government in writing. You and Aiken County Government agree that any cause of action arising out of or related to this ACWTOS or the service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

The section titles in this ACWTOS are solely used for the convenience of the parties and have no legal or contractual significance. These terms and conditions constitute the entire agreement between you and Aiken County Government with respect to the subject matter herein and supersede any and all prior or contemporaneous oral or written agreements. You may not assign this agreement to any other party.

NOTICE: FOR IMPORTANT INFORMATION ABOUT SAFE SURFING FROM THE  
FEDERAL TRADE COMMISSION, REFER TO:

<http://www.ftc.gov/bcp/online/pubs/online/sitesee/index.html>

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